

STEVENSON-WYDLER (15 USC 3710)
SHORT FORM COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
BETWEEN
U.S. Department of Energy's Albany Research Center

AND

_____ (hereinafter "Participant") both
being hereinafter jointly referred to as the "Parties"

ARTICLE I: DEFINITIONS

- A. "Government" means the United States of America and agencies thereof.
- B. "DOE" means the Department of Energy, an agency of the United States of America.
- C. "Generated Information" means information produced in the performance of this CRADA.
- D. "Proprietary Information" means information which is developed at private expense outside of this CRADA, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is considered privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
- E. "Protected CRADA Information" means Generated Information which is marked as being Protected CRADA Information by a Party to this CRADA and which would have been Proprietary Information had it been obtained from a non-federal entity.
- F. "Subject Invention" means any invention of the Government or Participant conceived or first actually reduced to practice in the performance of work under this CRADA.
- G. "Intellectual Property" means Patents, Trademarks, Copyrights, Mask Works, Protected CRADA Information and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

ARTICLE II: STATEMENT OF WORK

Appendix A is the Statement of Work.

ARTICLE III: TERM, FUNDING AND COSTS

- A. The work to be performed under this CRADA shall be completed within ____ months/years from the effective date. (See also Article XVIII.)
- B. The Participant's estimated contribution is \$_____.

ARTICLE IV: PERSONAL PROPERTY

There will be no jointly funded property. Personal property produced or acquired under this CRADA shall be disposed of as directed by the owner at the owner's expense.

ARTICLE V: DISCLAIMER:

THE GOVERNMENT AND THE PARTICIPANT MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE, OR DEVELOPED UNDER THIS CRADA, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT NOR THE PARTICIPANT SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

ARTICLE VI: HOLD HARMLESS

Except for any liability resulting from any negligent acts or omissions of the Government, the Participant agrees to hold harmless the Government for all damages, costs and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees, which was derived from the work performed under this CRADA.

ARTICLE VII: PROPRIETARY INFORMATION

Each Party agrees to not disclose Proprietary Information provided by the other Party to anyone other than the providing Party without the written approval of the providing Party, except to Government employees who are subject to 18 USC 1905, even after termination (see Article XIX.)

ARTICLE VIII: OBLIGATIONS AS TO PROTECTED CRADA INFORMATION

Each Party may designate and mark as Protected CRADA Information any qualifying Generated Information produced by its employees for a period of _____ [not to exceed five years] from the date it is produced. The Parties agree not to further disclose such Information except for internal use.

ARTICLE IX: CESSATION OF OBLIGATIONS REGARDING PROTECTED AND PROPRIETARY INFORMATION

The obligations relating to the disclosure in Articles VII and VIII shall end: if any such information becomes inadvertently publicly known; or it is independently developed by another who did not have access to it under this agreement.

ARTICLE X: RIGHTS IN GENERATED INFORMATION

The Parties understand that the Government shall have unlimited rights in all Generated Information produced or provided by the Parties under this CRADA which is not marked as being Protected CRADA Information or Proprietary Information.

ARTICLE XI: REPORTS AND ABSTRACTS

The Parties agree to produce the following deliverables: an initial abstract suitable for public release; and a final report to include a list of Subject Inventions. The Government has the responsibility to provide this information at the time of its completion to the DOE Office of Scientific and Technical Information.

Use of the name of the other Party or its employees in any promotional activity, with reference to this CRADA, requires written approval (responses to customer survey forms and solicitations for success stories are considered written approval) of the other Party.

ARTICLE XII: RIGHTS TO SUBJECT INVENTIONS

Each Party shall have the first option to retain title to any Subject Inventions solely made by its employees during the work under this CRADA. The Parties agree to disclose to each other each and every Subject Invention, which may be patentable or otherwise protected under the Patent Act. The Parties acknowledge that the Albany Research Center and Participant will disclose Subject Inventions to the DOE within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party. If a Party elects not to retain title to any such Subject Invention of its employees, then the other Party shall have the option of electing to retain title to such Subject Invention under this Agreement.

The Parties acknowledge that the DOE may obtain title to each Subject Invention reported under this Article for which a patent application is not filed, a patent application is not prosecuted to issuance, or any issued patent is not maintained by any Party to this CRADA. The Government shall retain a nonexclusive, non-transferable, irrevocable, paid-up license to practice, or to have practiced, for or on its behalf all Subject Inventions under this CRADA throughout the world.

For Subject Inventions conceived or first actually reduced to practice under this CRADA which are joint Subject Inventions made by the Government and the Participant, title to such Subject Inventions shall be jointly owned by the Government and the Participant.

ARTICLE XIII: REPORTS OF INTELLECTUAL PROPERTY USE

The Parties agree to submit, for a period of ____ years and, upon request of DOE, a non-proprietary report no more frequently than annually on the efforts to utilize any Intellectual Property arising under the CRADA.

ARTICLE XIV: DOE MARCH-IN RIGHTS

The Parties acknowledge that the DOE has certain march-in rights to any Subject Inventions in accordance with 48 CFR 27.304-1(g).

ARTICLE XV: U.S. COMPETITIVENESS

The Parties agree that a purpose of this CRADA is to provide substantial benefit to the U.S. economy. In exchange for the benefits received under this CRADA, the Parties therefore agree to the following:

- A. Products embodying Intellectual Property developed under this CRADA shall be substantially manufactured in the United States; and
- B. Processes, services, and improvements thereof which are covered by Intellectual Property developed under this CRADA shall be incorporated into the Participant's manufacturing facilities in the United States either prior to, or simultaneously with, implementation outside the United States. Such processes, services, and improvements, when implemented outside the U.S., shall not result in reduction of the use of the same processes, services, or improvements in the United States.

ARTICLE XVI: FORCE MAJEURE

Neither Party will be liable for unforeseeable events beyond its reasonable control.

ARTICLE XVII: DISPUTES

The Parties will attempt to resolve any differences between them which may arise during the course of this CRADA. In the event that a dispute cannot be resolved between the Parties, the dispute may be resolved by a court of competent jurisdiction.

ARTICLE XVIII: ENTIRE CRADA AND MODIFICATIONS

This document and its Appendices represent the entire agreement reached between the Parties in performing the research described in the Statement of Work (Appendix A) and shall not be effective until approved by DOE and both Parties. Any agreement to materially change any terms or conditions to the Appendices shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.

ARTICLE XIX: TERMINATION

This CRADA may be terminated by either Party with 30 days written notice to the other Party. Each party will be responsible for its own costs as a result of this termination. The obligations of any clause of this CRADA which were intended to survive the expiration of the period of performance, such as confidentiality, use and/or non-disclosure obligations, shall also survive any termination of this agreement.

FOR THE ALBANY RESEARCH CENTER
U.S. DEPARTMENT OF ENERGY

BY _____
George J. Dooley, III
TITLE _____ Research Director _____
DATE _____

FOR PARTICIPANT:

BY _____
TITLE _____
DATE _____
Address: _____

Appendix A

**Statement of Work - from *(begin date)* to *(end date)*
Cooperative Research and Development Agreement Between the
United States Department of Energy's Albany Research Center
And
*(Participant)***

ARC Technical Representative:

Participant Technical Representative:

Objective:

Albany Research Center will:

Participant will: